

1 **THE LAW OFFICES OF THOMAS CAUDILL**

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8 ATTORNEY FOR: Creditor PATELCO CREDIT UNION

9
10 IN THE UNITED STATES BANKRUPTCY COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION

13 IN RE:

14 MENANDRO REYES MITRA
15 ROFEL VILLACORTA MITRA
16 1162 Waverly Circle
17 Hercules, CA 94547

18 SSN: xxx-xx-0769
19 xxx-xx-7590

20 Debtors.

Case No.: 11-48583 EDJ 13

Chapter 13

R.S. No.: TC-118

**MOTION FOR RELIEF FROM
AUTOMATIC STAY**

Hearing Date: October 7, 2011
Hearing Time: 10:00 a.m.
Courtroom: 215
Judge: Hon. Edward D. Jellen

21 PATELCO CREDIT UNION, Movant herein, respectfully represents:

- 22 1. This is a motion to obtain relief from stay as provided in Section 362(d) of Title 11, United
23 States Code.
- 24 2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Sections 157 and 1334 and 11
25 U.S.C. Section 362.
- 26 3. On August 11, 2011, the Debtors MENANDRO REYES MITRA and ROFEL VILLACORTA
27 MITRA ("Debtors") filed a petition for relief under Chapter 13 of Title 11, United States Code.
- 28 4. PATELCO CREDIT UNION is the Movant herein.

1 5. This matter arises from a real estate secured loan.

2 6. On February 24, 2010, Movant and Debtors entered into a written loan to be secured by a Deed

3 of Trust. The loan is in the principal sum of \$749,300.00. The current rate of interest is 4.25%

4 per annum. The monthly payment is \$4,164.40. The payments commenced May 1, 2010 and are

5 due on the 1st day of each month thereafter until the loan is paid in full.

6 a. The Loan is secured by a first Deed of Trust against the real property located at 1162

7 Waverly Circle, Hercules, California (hereinafter the "Property"). The Deed of Trust was

8 recorded on March 12, 2010. The recorded Deed of Trust is identified as Document No.

9 2010-0050249 of the Official Records, Contra Costa County Recorder.

10 7. A breach of the loan obligation for which the Deed of Trust is security has occurred.

11 8. The Debtors are delinquent as follows:

12 a. Pre-Petition Delinquency: \$51,922.32 (12 months);

13 b. Post-Petition Delinquency: \$4,164.40 (1 months);

14 c. Total Delinquency: \$56,086.72.

15 9. The Debtors have made no post-petition payments.

16 10. The total due on the loan secured by the Deed of Trust with Movant is \$783,075.23. The value

17 of the Property is \$409,000.00. Debtors have no equity in the Property.

18 11. Movant alleges that "cause" exists to terminate the stay.

19 12. Movant Credit Union respectfully requests an order for relief from stay permitting Movant to

20 proceed with and complete the foreclosure of the Property in accordance with applicable state

21 law.

22 13. This motion is based upon the accompanying Notice Of Hearing and the Declaration of Richard

23 Rantz, each filed herewith.

24 WHEREFORE, Movant Credit Union prays as follows:

25 1. For an Order granting Movant relief from the automatic stay pursuant to 11 U.S.C. Section

26 362(a) in order to record a Notice of Sale against the subject real property described as:

27 1162 Waverly Circle

28 Hercules, CA 94547

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- 1 2. That upon conclusion of the Notice of Default period, and should the post-petition arrears not be
2 paid in full with attorney's fees and costs, that Movant Credit Union may proceed with Notice of
3 Sale and with sale of the subject property on the Notice of Default.
- 4 3. Movant need not file or otherwise record another Notice of Default and Election To Sell but may
5 proceed on the Notice of Default and Election To Sell which has already been recorded.
- 6 4. For such other and further relief as this Court deems just and proper.
- 7

8 Dated: September 8, 2011

By /s/ Thomas Caudill, Esq.
THOMAS CAUDILL, Attorney for Creditor
PATELCO CREDIT UNION